

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
AMARILLO DIVISION

|                               |   |                                 |
|-------------------------------|---|---------------------------------|
| UNIVERSAL PROTECTION SERVICE, | § |                                 |
| LP,                           | § |                                 |
|                               | § |                                 |
| Plaintiff,                    | § |                                 |
|                               | § | Civil Action No. 2:16-CV-0097-J |
| VS.                           | § |                                 |
|                               | § |                                 |
| MARK THORNBURG, et al.,       | § |                                 |
|                               | § |                                 |
| Defendants.                   | § |                                 |

**TEMPORARY RESTRAINING ORDER**

I

Having conducted *de novo* review of the magistrate judge's May 28, 2016 order and recommendation to issue temporary restraining order and the June 2, 2016 objections of defendants Mike Weatherl ("Weatherl") and AgTac Services, LLC ("AgTac") and of plaintiff Universal Protection Service, LP ("UPS"), the court finds and concludes that UPS's motion for a temporary restraining order ("TRO") should be granted in part and denied in part and that this TRO should be entered.

II

It is therefore ordered that defendants Mark Thornburg ("Thornburg"), Weatherl, and AgTac, their officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with them who receive actual notice of this TRO by personal service or otherwise, are restrained pending further order of this court as follows:

1. from disclosing to third parties, or using, (a) pricing, cost, margin, or markup information, (b) customer lists, customer preferences, or customer security designs in document form or in the form of electronic media, and (c) sales, pitch, bid, rebid,

marketing, and other related sales and marketing materials in document form or in the form of electronic media, if Thornburg obtained the foregoing in the course of his employment with UPS or the related entity known as ABM Onsite Services, Inc. (“ABM”);

2. from soliciting or attempting to solicit, on behalf of any person or entity, business from any UPS customers or clients whose identity, goals, needs, preferences, employees, or plans Thornburg became aware of, or familiar with, directly or indirectly, as a result of providing services to UPS or the related entity known as ABM; and
3. from soliciting or attempting to solicit, on behalf of any person or entity, any current UPS employee with whom Thornburg had contact or developed a professional relationship during that person’s employment with UPS or the related entity known as ABM.

### III


This TRO does not take effect until UPS posts with the clerk of court a bond in the amount of \$50,000, in a form, and with a surety, approved by the clerk of court, or posts the cash sum of \$50,000 with the clerk of court.

IV

Once this TRO takes effect, it remains in effect unless and until the court orders otherwise.

**SO ORDERED.**

June 3, 2016.

  
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SIDNEY A. FITZWATER  
UNITED STATES DISTRICT JUDGE